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NOTES OF CASES.

Attorney and Client—Authority and Compensation of Attorney Appointed by Court to Protect Interest of Soldier Defendant.—In *Davison v. Lynch*, 171 N. Y. S. 46, the Supreme Court of New York held that while the appearance of an attorney appointed by the court pursuant to Act Cong. March 8, 1918, § 200, subd. 3, passed to protect the civil rights of members of the military and naval establishment in the present war, may properly be noted at any stage of the proceedings, such attorney has no right to serve a notice of appearance or an answer binding on the absentee and that an attorney so appointed cannot be awarded any compensation for his services.

The court said:

"The act of Congress passed to protect the civil rights of members of the military and naval establishment in the present war distinguishes (section 200, subd. 3) between an attorney 'authorized' to represent a defendant in the military service and an attorney appointed by the court 'to represent defendant and protect his interest.' Subdivision 3 of the section referred to provides that if such a party to an action—'does not personally appear therein or is not represented by an authorized attorney, the court may appoint an attorney to represent him. * * * But no attorney appointed under this act * * * shall have power to waive any right of the person for whom he is appointed or bind him by his acts.'

"It is evident, therefore, that, while the appearance of an attorney appointed to protect the interest of a party in military service may properly be noted at any stage of the proceeding, such attorney has no right to serve a notice of appearance or answer binding upon the absentee. It may be added that, even though an attorney be appointed in such a case, the court may, if it subsequently appear that the defendant was prejudiced at any time within the period of military service or 90 days thereafter, open the default and allow the defendant to come in and defend, if it appear he had a meritorious defense. Further, whether an attorney be appointed or not, the court may require the plaintiff to give a bond to indemnify the defendant against any loss or damage he may sustain by the judgment; and the court may at any time grant a stay of proceedings or vacate any judgment, provided that the rights of a purchaser in good faith and for value under a judgment shall not be affected.

"No provision is made by the laws of this state for compensation for services so rendered by an attorney, but every member of the bar should regard it as a patriotic duty to devote his best efforts to the protection of a defendant in the military service, regardless of compensation."